

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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A&A Global Imports, Inc.,

Plaintiff

v.

CBJ Distributing LLC d/b/a Cannabiz
 Supply, et al.,

Defendants.

Case No. 2:22-cv-00576-RFB-DJA

Order

Before the Court is Plaintiff A&A Global Import's motion to seal an exhibit to its complaint and to redact a paragraph of that complaint. (ECF No. 2). A&A moves to seal the exhibit because it is a copy of a settlement agreement between A&A and Defendant CBJ Distributing LLC. (*Id.* at 2-3). It moves to redact the paragraph because it quotes directly from the settlement agreement. (*Id.*). A&A explains that the settlement agreement contains a confidentiality provision, designed to protect the confidential business terms and nature of the agreement. (*Id.*). Defendants CBJ, North American Distributing, LLC; and Charles J. Fox did not answer. Because the Court finds that A&A has offered sufficient justification to keep the information under seal, it grants the motion.

I. Discussion.

A party seeking to file a confidential document under seal must file a motion to seal and must comply with the Ninth Circuit's directives in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016). A party seeking to seal judicial records bears the burden of meeting the "compelling reasons" standard, as articulated in *Kamakana*. See *Kamakana*, 447 F.3d at 1183. Under that standard, "a court may seal records only when it finds 'a compelling reason and articulate[s] the factual basis for its ruling, without relying on hypothesis or conjecture.'" *Ctr. for*

1 *Auto Safety*, 809 F.3d at 1097. (quoting *Kamakana*, 447 F.3d at 1179). Under Local Rule 7-2(d),
2 the failure of an opposing party to file points and authorities in response to any motion constitutes
3 a consent to the granting of the motion.

4 Here, A&A has complied with the Ninth Circuit's directives by establishing compelling
5 reasons to seal the unredacted version of its complaint and the settlement agreement attached to
6 that complaint. It explains that publication of the settlement agreement between it and CBJ
7 would undermine any future settlement negotiations it undertakes because the confidentiality of
8 its negotiations and agreements would not be assured. (ECF No. 2 at 3). It adds that the
9 settlement agreement contains non-public pricing information which could harm its competitive
10 standing. (*Id.* at 4). It concludes that the redaction is narrowly tailored, only removing that
11 portion of the complaint that quotes directly from the settlement agreement and the settlement
12 agreement itself. (*Id.*). The Court finds these to be compelling reasons. Moreover, although
13 Defendants have appeared in this action, they have not responded to A&A's motion. This
14 constitutes their consent to the granting of the motion.

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16 **IT IS THEREFORE ORDERED** that A&A's motion to seal (ECF No. 2) is **granted**.

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18 DATED: July 7, 2022



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20 DANIEL J. ALBREGTS
21 UNITED STATES MAGISTRATE JUDGE
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